in the principal case must be regarded as having been made outside the state in which the orders were taken. *Shuenfeldt* v. *Junkermann,* 20 Fed. 357; *Williams* v. *Feiniman,* 14 Kan. 288; *Kling* v. *Fries,* 33 Mich. 275. But even then the salesman may be held liable. *Westheimer* v. *Westman,* 60 Kan. 753. 57 Pac. 969; *State* v. *Ascher,* 54 Conn. 299, 7 Atl. 822. Some courts, however, hold such transactions void on the ground that they are attempts to evade the law. *Levy* v. *Stegeman* (1905), — Ia. —, 104 N. W. 372; *Lang* v. *Lynch,* 38 Fed. 489, 4 L. R. A. 831. But mere knowledge by the vendor that liquors lawfully sold in one state are to be used unlawully by the vendee in another state will not avoid the sale. *Distilling Co.* v. *Nutt,* 34 Kan. 724.

CONSTITUTIONAL LAW—TRIAL BY JURY IN TERRITORIES.—Plaintiff in error was indicted for a misdemeanor in violating Alaska Code prohibiting the keeping of a disreputable house, and was convicted by a jury of six men. *Held,* Alaska was so incorporated into the United States by the treaty with Russia, under which it was acquired, and by subsequent congressional legislation, as to render repugnant to the Sixth Amendment of the Constitution, the provision of the Act of June 6, 1900, that, in trials for misdemeanors in Alaska, six jurors shall constitute a legal jury. *Rassmussen* v. *United States* (1905), 25 Sup. Court Rep. 514.

A large number of similar cases have recently arisen in the Philippines, Porto Rico, and other territories of the United States, in the decisions of which several judges have dissented.

The Sixth Amendment referred to provides, "that in all criminal prosecutions, the accused shall enjoy the right to a speedy trial, by an impartial jury, etc.," and by this is meant a Common Law jury, a tribunal of twelve men. COOLEY, PRIN. CONST. LAW, p. 321. A general act passed in 1891 provided, that the Constitution, and all laws of the United States, which are not locally inapplicable, shall have the same force and effect within all the organized territories as elsewhere in the United States. The last words, "in the United States" are construed to mean among or between the several states (not territories). *Knowlton* v. *Moore* (1899), 178 U. S. 41. The decision of the court in the principal case may be sustained on two grounds: 1st. Alaska *was* sufficiently incorporated into the United States to bring it under the protection of the Sixth Amendment by the terms of the treaty under which it was acquired, namely: "The inhabitants of the ceded territory, shall be admitted to the enjoyment of all the rights, advantages, and immunities of citizens of the United States, and shall be maintained and protected in the free enjoyment of their liberty, property, and religion." 2nd. Subsequent acts of Congress, and judicial decisons, further made manifest the intention to incorporate or organize Alaska. An act in 1901 extended laws of the United States relating to customs, navigation, etc., over Alaska. An earlier act of 1884 provided a civil governor for Alaska and constituted it a civil and judicial district, the government of which should be organized. The court in *Binns* v. *United States* (1904), 194 U. S. 486, declared that Alaska was undoubtedly incorporated into the United States. The present case is distinguished from the other cases above mentioned, in that the Philippines, Hawaii Islands, and Porto Rico are territories *not* incorporated

into the United States. The judgment in the leading case of *Downes* v. *Bidwell* (1900), 182 U. S. 244, although dissented to by four justices, determined that Porto Rico was not incorporated into the United States so as to include it in the sense of the "revenue laws". For the same reason the court held in *Dorr* v. *United States* (1904), 195 U. S. 138, that in the Philippine Islands the plaintiff was not entitled to a trial by jury. The court said: "We conclude that the power of Congress to govern territories does not require that body to enact * * * a system of laws which shall include the right of trial by jury. The Philippine Islands are held only under the sovereignty of the United States."

CONTRACT—ACTION FOR BREACH—QUESTION FOR JURY.—The president of one corporation called up the agent of another by telephone and asked him to enter his order, and then sent it in writing. The order was received without objection, but subsequently, the price of the goods advancing, the defendant refused to fill it. *Held,* that whether the telephone conversation, together with the written order, constituted a contract was a question of fact for the jury and that a direction of a verdict for the defendant at the close of the plaintiff's evidence was error. *Monarch Electric & Wire Co.* v. *The National Conduit and Cable Co.,* — (C. C. A., Seventh Circuit) —, 138 Fed. Rep. 18.

No doubt the order granting a new trial was correct, for leaving out the question of agency, the plaintiff's evidence seems to make out a contract; nevertheless, the proposition of law as laid down by the appellate court is open to question. What the parties said and their intention to enter into a contract are questions for the jury, but it is for the court to say whether what they say amounts to a contract and what its effect may be. ANSON ON CONTRACTS, p. 238; 2 PARSONS ON CONTRACTS, p. 648. Contra, *Edwards* v. *Goldsmith,* 16 Pa. St. 43.

CONTRACT—EFFECT OF ASSIGNMENT OF A DRAMSHOP LICENSE AS PART CONSIDERATION.—Plaintiff sues on a promissory note for $4,000 given as part consideration for the "goods, license, good will, etc.," of the Joplin Hotel Bar. *Held,* the inclusion of the seller's license in a sale of a saloon, liquors, fixtures, and good will renders the whole contract, and the note given therefor, void, under Rev. St., 1899, § 2992, prohibiting the transfer or assignment of a dramshop license. *Sawyer* v. *Sanderson et al.* (1905), — Mo. —, 88 S. W. Rep. 151.

The lower court ruled that the mere attempt to sell the license would not vitiate the entire contract of sale unless both parties intended that it should be utilized by the defendants in conducting the business—a question for the jury, who found for the plaintiff. This court, reversing the judgment, said: "The consideration being single and indivisible, it seems to us that part of the single and inseparable consideration being void, the contract as a whole is void, because opposed to positive law." *Dow* v. *Taylor,* 71 Vt. 337; *Gerlach,* v. *Skinner,* 34 Kan. 86. This proposition is indubitably correct, but is the consideration here single and inseparable? The many cases cited to support this conclusion are not directly in point, because it is not questioned that